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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

UNITED STATES OF AMERICA,)	
)	
)	
Plaintiff,)	
)	Civil No. <u>2:12-cv-00334-EJL</u>
v.)	
)	CONSENT DECREE
CHESTER MINING)	
COMPANY,)	
Defendant.)	
)	
)	
)	

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA") and the Department of Agriculture Forest Service ("FS"), filed a complaint in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9607 ("CERCLA"), seeking reimbursement of response costs incurred or to be incurred for response actions taken or to be taken in connection with the release or threatened release of hazardous substances at the Conjecture Mine Site in Bonner County, Idaho ("the Site").

B. The defendant that has entered into this Consent Decree ("Settling Defendant") does not admit any liability to Plaintiff arising out of the transactions or occurrences alleged in the complaint.

C. In response to the release or threatened release of hazardous substances at or from the Site, EPA and FS undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604.

D. In performing response action at the Site, EPA and FS have incurred response costs.

E. The United States alleges that Settling Defendant is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is jointly and severally liable for response costs incurred or to be incurred at the Site.

F. The United States has reviewed the Financial Information submitted by Settling Defendant to determine whether Settling Defendant is financially able to pay response costs incurred or to be incurred at the Site. Based upon this Financial Information, the United States has determined that Settling Defendant has limited financial ability to pay for response costs incurred or to be incurred at the Site.

G. The United States and Settling Defendant agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendant. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendant waives all objections and defenses that it may have to jurisdiction of the Court or to venue in this District. Settling Defendant shall not challenge entry or the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, and upon Settling Defendant and its successors and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendant under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

“Consent Decree” shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

“Day” or “day” shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

“DOJ” shall mean the United States Department of Justice and its successor departments, agencies, or instrumentalities.

“Effective Date” shall mean the date upon which this Consent Decree is entered by the Court as recorded on the Court docket, or, if the Court instead issues an order approving the Consent Decree, the date such order is recorded on the Court docket.

“EPA” shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Fair Market Value” shall, except in the event of a foreclosure or transfer by deed or other assignment in lieu of foreclosure, mean the price at which the Property would change hands between a willing buyer and a willing seller under actual market conditions, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts. In the event of a transfer by foreclosure, “Fair Market Value” shall mean the amount obtained at the foreclosure sale. In the event of a transfer by a deed or other assignment in lieu of

foreclosure, "Fair Market Value" shall mean the balance of Settling Defendant's mortgage on the Property at the time of the transfer.

"Financial Information" shall mean those financial documents identified in Appendix A.

"FS" shall mean the Department of Agriculture Forest Service and any successor departments, agencies or instrumentalities of the United States.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

"Net Sales Proceeds" shall mean the total value of all consideration received by Settling Defendant for any Transfer (or if the consideration cannot be determined, the Fair Market Value of the Property) less i) the balance of Settling Defendant's mortgage on the Property, ii) closing costs limited to those reasonably incurred and actually paid by Settling Defendant associated with the Transfer of the Property, and iii) federal and state taxes owed on the proceeds. Settling Defendant shall provide EPA with documentation sufficient to show the total value of all consideration received by Settling Defendant for each Transfer (or if the consideration cannot be determined, the Fair Market Value of the Property) at the time of each Transfer, the amount of the proceeds of the Transfer, and the amounts corresponding to items i) through iii) above. This documentation shall include, but not be limited to, the report of an appraisal paid for by Settling Defendant, performed by an appraiser satisfactory to the Parties,

upon appraisal assumptions satisfactory to the Parties. The documentation shall also include, either as part of the report or separately, 1) a tax statement showing the assessed valuation of the Property for each of the three years immediately preceding the Transfer, and 2) a schedule showing all outstanding indebtedness on the Property.

“Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean the United States and the Settling Defendant.

“Plaintiff” shall mean the United States.

“Property” shall mean that portion of the Site that is owned by Settling Defendant as of January 10, 2012. The Property is described in Appendix C to this Consent Decree.

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Section” shall mean a portion of this Consent Decree identified by a Roman numeral.

“Settling Defendant” shall mean Chester Mining Company.

“Site” shall mean the Conjecture Mine Superfund site, encompassing approximately 5 acres, located along Gold Creek about 6 miles south of the city of Lakeview in Bonner County, Idaho, and generally shown on the map included as Appendix B.

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA and FS.

V. STATEMENT OF PURPOSE

4. By entering into this Consent Decree, the mutual objective of the Parties is for Settling Defendant to make a cash payment to resolve its alleged civil liability for the Site under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, as provided in the Covenants Not to Sue by Plaintiff in Section VIII, and subject to the Reservations of Rights by United States in Section IX.

VI. PAYMENT OF RESPONSE COSTS

5. Payment of Response Costs. Settling Defendant shall pay to EPA the principal amount of \$54,750 plus Interest. Settling Defendant shall pay to FS the principal amount of \$20,250 plus Interest. The payment shall be made within 30 days after the Effective Date. The Interest shall be calculated from the date of entry through the date of payment.

6. Settling Defendant's payment to EPA and FS shall be made in separate transactions for each Department or agency at <https://www.pay.gov> to the U.S. Department of Justice account, in accordance with instructions provided to Settling Defendant by the Financial Litigation Unit (“FLU”) of the United States Attorney's Office for the District of Idaho after the Effective Date. The payment instructions provided by the FLU shall include a Consolidated Debt Collection System (“CDCS”) number, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The FLU shall provide the payment instructions to:

William L. Campbell, Jr., CEO
Chester Mining Company
905 N. Pines Rd, Suite A
Spokane Valley WA 99206
Telephone: (800) 222-1505
Email: chestermining@aol.com.

on behalf of Settling Defendant. Settling Defendant may change the individual to receive payment instructions on its behalf by providing written notice to DOJ and EPA of such change in accordance with Section XII (Notices and Submissions).

7. The total amount to be paid to EPA pursuant to Paragraph 5 (Payment of Response Costs) shall be deposited by EPA in the EPA Hazardous Substance Superfund.

8. At the time of payment, Settling Defendant shall send notice that payment has been made to EPA, FS, and DOJ in accordance with Section XII (Notices and Submissions).

9. Payment of Proceeds of Sale of Property. Settling Defendant agrees to not sell, assign, transfer or exchange the Property except by means of a Transfer.

a. Settling Defendant shall pay to EPA and the FS 50% of the Net Sales Proceeds of each Transfer of the Property, or any portion of the Property, that occurs within 3 years of the Effective Date of this Consent Decree. Payment shall be made to EPA and FS within 30 days of the effective date of the Transfer of the Property, and shall be divided 73% to EPA and 27% to FS.

b. Payment to EPA shall be made by certified or cashier's check made payable to EPA Hazardous Substance Superfund. The check, or a letter accompanying each check, shall identify the name and address of the party making payment, the Site name, the EPA Region and Site/Spill ID # 10 DY, and DOJ Case Number 90-11-3-10110, and shall be sent to:

US Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
PO Box 979076
St. Louis, Missouri 63197-9000

- c. Payment to FS shall be by certified or cashier's check made payable to

"USDA Forest Service" and referencing the Conjecture Mine Site and DOJ Case Number 90-11-

3-10110. Payment to FS shall be sent to:

USDA Forest Service
Albuquerque Service Center
101 B Sun Avenue, NE
Albuquerque, NM 87109

- d. Settling Defendant shall send notice that payment has been made in

accordance with Section XII (Notices).

- e. At least 30 days prior to any such Transfer, Settling Defendant shall notify

EPA and FS of the proposed Transfer, which notice shall include a description of the Property to

be sold, the identity of the purchaser, the terms of the transfer, the consideration to be paid, and a

copy of the Transfer agreement. The proposed sales price must be at least equal to the Fair

Market Value of the Property based upon an appraisal obtained within 1 year of the Transfer.

Settling Defendant shall notify EPA and FS of the completion of the Transfer within 10 days of

the date of closing and shall include with such notification a copy of the closing binder,

including final executed documentation for the conveyance and a work sheet setting forth the

Net Sales Proceeds and the amount payable to EPA and FS.

f. In the event of a Transfer of the Property or any portion thereof, Settling Defendant shall continue to be bound by all the terms and conditions, and subject to all the benefits, of this Consent Decree, except if the United States and Settling Defendant modify this Consent Decree in writing.

VII. FAILURE TO COMPLY WITH CONSENT DECREE

10 Interest on Late Payments. If Settling Defendant fails to make any payment required by Paragraph 5 (Payment of Response Costs) by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

11. Stipulated Penalty. If any amount due to EPA or FS under Paragraph 5 is not paid by the required date, Settling Defendant shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 9, \$1000 per violation per day that such payment is late.

a. Stipulated penalties are due and payable within 30 days after the date of the demand for payment of the penalties. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be paid by official bank check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall identify the name and address of the party making payment, the Site name, Site/Spill ID Number 10DY, and DOJ Case Number 90-11-3-10110 and shall be sent to:

US Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
PO Box 979076
St. Louis, MO 63197-9000

b. At the time of payment, Settling Defendant shall send notice that payment has been made to EPA and DOJ in accordance with Section XII (Notices and Submissions), and to the EPA Cincinnati Finance Office by email at acctsreceivable.cinwd@epa.gov, or by mail to:

EPA Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference the CDCS Number, Site/Spill ID Number 10DY, and DOJ Case Number 90-11-3-10110.

c. Penalties shall accrue as provided in this Paragraph regardless of whether EPA or FS has notified Settling Defendant of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing in this Consent Decree shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Decree.

12. If the United States brings an action to enforce this Consent Decree, Settling Defendant shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

13. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiff by virtue of Settling Defendant's failure to comply with the requirements of this Consent Decree.

14. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendant from payment as required by Section V or from performance of any other requirements

of this Consent Decree.

VIII. COVENANTS NOT TO SUE BY PLAINTIFF

15. Except as specifically provided in Section IX (Reservation of Rights by United States), the United States covenants not to sue or to take administrative action against Settling Defendant pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), regarding the Site. With respect to present and future liability, these covenants shall take effect upon receipt by EPA of all amounts required by Paragraph 5 (Payment of Response Costs) and any Interest or stipulated penalties due thereon under Section VII (Failure to Comply with Consent Decree). These covenants not to sue are also conditioned upon the veracity and completeness of the Financial Information provided to EPA by Settling Defendant and the financial, insurance, and indemnity certification made by Settling Defendant in Paragraph 30. If the Financial Information provided by Settling Defendant, or the financial, insurance, or indemnity certification made by Settling Defendant in Paragraph 30, is subsequently determined by EPA to be false or, in any material respect, inaccurate, Settling Defendant shall forfeit all payments made pursuant to this Consent Decree and these covenants not to sue and the contribution protection in Paragraph 23 shall be null and void. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose the United States' right to pursue any other causes of action arising from Settling Defendant's false or materially inaccurate information. These covenants not to sue extends only to Settling Defendant and do not extend to any other person.

IX. RESERVATION OF RIGHTS BY UNITED STATES

16. The United States reserves, and this Consent Decree is without prejudice to, all rights against Settling Defendant with respect to all matters not expressly included within the

Covenants Not to Sue by Plaintiff in Paragraph 15. Notwithstanding any other provision of this Consent Decree, the United States reserves all rights against Settling Defendant with respect to:

- a. liability for failure of Settling Defendant to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability based on the ownership or operation of the Site by Settling Defendant when such ownership or operation commences after signature of this Consent Decree by Settling Defendant;
- e. liability based on Settling Defendant's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Defendant; and
- f. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site, except for the mine waste repository located near the intersection of Forest Service Roads FS 278 and FS 1180 on the Idaho Panhandle National Forest.

17. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Consent Decree, if the Financial Information or the Insurance Information provided by Settling Defendant, or the financial, insurance, or indemnity certification made by Settling Defendant in Paragraph 30, is

false or, in any material respect, inaccurate.

X. COVENANTS NOT TO SUE BY SETTLING DEFENDANT

18. Settling Defendant covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site and this Consent Decree, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or

c. any claim pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law, relating to the Site.

19. Settling Defendant agrees to dismiss all claims previously brought against the United States in regard to the Site, including the counterclaim filed against the United States in (United States v. Federal Resources Corporation, 2:CV-11-127-BLW).

20. Except as provided in Paragraph 22 (claims against other PRPs) and Paragraph 26 (Res Judicata and other Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section IX (Reservations of Rights by United States), other than in Paragraph 16.a (liability for failure to meet a requirement of the Consent Decree) or 16.b (criminal liability), but only to the extent that Settling Defendant's claims arise from the same response action or response

costs that the United States is seeking pursuant to the applicable reservation.

21. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

22. Settling Defendant agrees not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that it may have for response costs relating to the Site against any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against Settling Defendant.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION

23. Except as provided in Paragraph 22 (claims against other PRPs), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Paragraph 22 (claims against other PRPs), each of the Parties expressly reserves any and all rights (including, but not limited to, under Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action which it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

24. The Parties agree, and by entering this Consent Decree this Court finds, that this settlement constitutes a judicially-approved settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Settling Defendant is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person, except for the State; provided, however, that if the United States exercises rights under the reservations in Section IX (Reservations of Rights by United States), other than in Paragraphs 16.a (liability for failure to meet a requirement of Consent Decree) or 16.b (criminal liability), the “matters addressed” in this Consent Decree will no longer include those response costs or response actions that are within the scope of the exercised reservation.

25. Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify EPA, FS and DOJ in writing no later than 60 days prior to the initiation of such suit or claim. Settling Defendant also shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify EPA, FS and DOJ in writing within ten days after service of the complaint or claim upon it. In addition, Settling Defendant shall notify EPA, FS and DOJ within ten days after service or receipt of any Motion for Summary Judgment, and within ten days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

26. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling

Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by Plaintiff set forth in Section VIII.

X. NOTICES RELATING TO TRANSFERS OF THE PROPERTY

27. Settling Defendant shall, at least 60 days prior to any Transfer of any real property located at the Site, give written notice: (a) to the transferee regarding the Consent Decree and any Institutional Controls regarding the real property; and (b) to EPA regarding the proposed Transfer, including the name and address of the transferee and the date on which the transferee was notified of the Consent Decree and any Institutional Controls.

XI. RETENTION OF RECORDS AND CERTIFICATION

28. Until 5 years after the entry of this Consent Decree, Settling Defendant shall preserve and retain all non-identical copies of all records, reports, or information (hereinafter referred to as "Records") now in its possession or control, or that come into its possession or control, that relate in any manner to response actions taken at the Site or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary.

29. After the conclusion of the document retention period in the preceding Paragraph, Settling Defendant shall notify EPA, FS and DOJ at least 90 days prior to the destruction of any such Records, and, upon request by EPA, FS or DOJ, Settling Defendant shall deliver any such Records to EPA, FS or DOJ. Settling Defendant may assert that certain Records are privileged

under the attorney-client privilege or any other privilege recognized by federal law. If Settling Defendant asserts such a privilege in lieu of providing Records, it shall provide Plaintiff with the following: (a) the title of the Record; (b) the date of the Record; (c) the name, title, affiliation (e.g., company or firm), and address of the author of the Record; (d) the name and title of each addressee and recipient; (e) a description of the subject of the Record; and (f) the privilege asserted. If a claim of privilege applies only to a portion of a Record, the Record shall be provided to the United States in redacted form to mask the privileged portion only. Settling Defendant shall retain all Records that it claims to be privileged until the United States has had a reasonable opportunity to dispute the privilege claim and any such dispute has been resolved in Settling Defendant's favor. However, no Records created or generated pursuant to the requirements of this or any other settlement with EPA or FS pertaining to the Site shall be withheld from the United States on the grounds that they are privileged or confidential.

30. Settling Defendant certifies that, to the best of its knowledge and belief, after thorough inquiry, it has:

a. not altered, mutilated, discarded, destroyed or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since the earlier of notification of potential liability by the United States or the filing of suit against it regarding the Site, and that it has fully complied with any and all EPA and FS requests for information regarding the Site and Settling Defendant's financial circumstances, including but not limited to insurance and indemnity information, pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e);

b. submitted financial information that fairly, accurately, and materially sets forth its

financial circumstances, and that those circumstances have not materially changed between the time the financial information was submitted and the time Settling Defendant executes this Consent Decree; and

c. fully disclosed any information regarding the existence of any insurance policies or indemnity agreements that may cover claims relating to cleanup of the Site, and submitted upon request such insurance policies, indemnity agreements, and information.

XII. NOTICES AND SUBMISSIONS

31. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified in this Section shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to EPA, FS, DOJ, and Settling Defendant, respectively.

As to DOJ:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

As to EPA:

Director
Environmental Cleanup Office
United States Environmental Protection Agency
1200 Sixth Avenue, ECL-117
Seattle, WA 98101

As to FS:

Kirk Minkler
USDA Office of General Counsel
740 Simms Street, Room 309
Golden, CO 80401
Telephone: (303) 275-5549
Facsimile: (303) 275-5557
Email: kirk.minkler@usda.gov

As to Settling Defendant:

William L. Campbell, Jr., CEO
Chester Mining Company
905 N. Pines Rd, Suite A
Spokane Valley WA 99206
Telephone: (800) 222-1505
Email: chestermining@aol.com.

XIII. RETENTION OF JURISDICTION

32. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIV. INTEGRATION/APPENDICES

33. This Consent Decree and its appendices constitute the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree:

“Appendix A” is a list of the financial documents submitted to the United States by Settling Defendant and is attached to and incorporated into this Consent Decree

“Appendix B” is a map of the Conjecture Mine Site.

“Appendix C” is a description of the Property owned by Settling Defendant that is subject

to the provisions of this Consent Decree.

XV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

34. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendant consents to the entry of this Consent Decree without further notice.

35. If for any reason this Court should decline to approve this Consent Decree in the form presented, this Consent Decree is voidable at the sole discretion of any Party and the terms of the Consent Decree may not be used as evidence in any litigation between the Parties.

XVI. SIGNATORIES/SERVICE

36. The undersigned representative of Settling Defendant and the Chief, Environmental Enforcement Section, United States Department of Justice, certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

37. Settling Defendant agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendant in writing that it no longer supports entry of the Consent Decree.

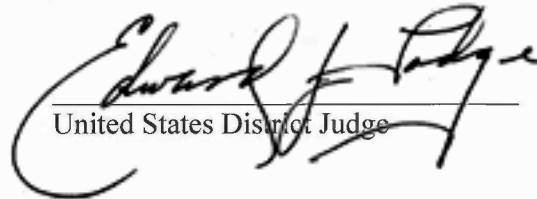
38. Settling Defendant shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on its behalf with respect to all matters arising under or relating to this Consent Decree. Settling Defendant agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the

Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Parties agree that Settling Defendant need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XVII. FINAL JUDGMENT

39. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between the United States and Settling Defendant. The Court enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

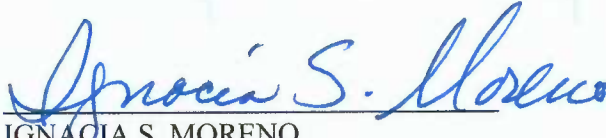
SO ORDERED THIS 23 DAY OF April, 2013.




United States District Judge


THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of The United States of America v. Chester Mining Company

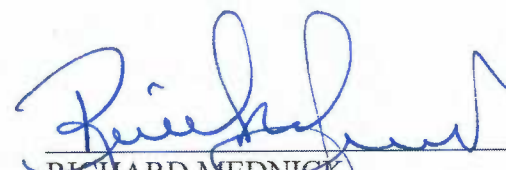
FOR THE UNITED STATES OF AMERICA:

Date: 6/7/12 
IGNACIA S. MORENO
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice
Washington, D.C. 20530

Date: 6/20/12 
PAUL GORMLEY
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
999 18th Street, South Terrace, Suite 370
Denver, CO 80202
Telephone: (303) 844-1379
Email: paul.gormley@usdoj.gov

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of The United States of America v. Chester Mining Company

Date: 6/20/2012 
DANIEL D. OPALSKI
Environmental Cleanup Office
Region 10
United States Environmental Protection Agency
1200 Sixth Avenue, ECL-117
Seattle, WA 98101

Date: 6/18/12 
RICHARD MEDNICK
Associate Regional Counsel
U.S. Environmental Protection Agency
Region 10
United States Environmental Protection Agency
1200 Sixth Avenue, ORC-158
Seattle, WA 98101

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of The United States of America v. Chester Mining Company

Date:

6/24/12 

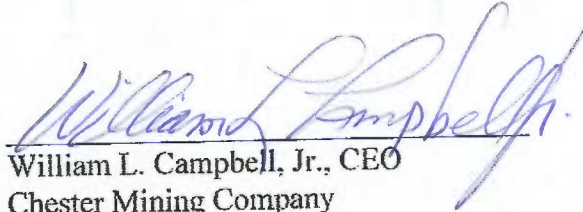
FAYE L. KRUEGER
Regional Forester
USDA Forest Service
Norther Region
Federal Building
200 East Broadway
P.O. Box 7669
Missoula, MT 59807

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of The United States of America v. Chester Mining Company

FOR CHESTER MINING COMPANY

Date:

4/29/12


William L. Campbell, Jr., CEO
Chester Mining Company
905 N. Pines Rd, Suite A
Spokane Valley WA 99206
Telephone: (800) 222-1505
Email: chestermining@aol.com

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: William L. Campbell, Jr.
Title: Chief Executive Officer
Address: Chester Mining Company
905 N. Pines Rd, Suite A
Spokane Valley WA 99206
Telephone: (800) 222-1505
Email: chestermining@aol.com